

**APPENDIX A**

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**PRE-CONSTRUCTION SERVICES**

**Pre-Construction Services Fee**

The Tenderer shall include a fixed lump sum for the Pre-Construction Services for services generally to be supplied during the second stage / pre-construction period up to agreement of the Contract Sum but thereafter as necessary or instructed. This shall form part of the 'Design Fee' for the purposes of the 1<sup>st</sup> Stage Tender.

The appointment will be made via the **JCT Pre-Construction Services Agreement (General Contractor) (PCSA)**.

The lump sum shall be fully inclusive and without prejudice to the generality of the foregoing include the cost of management, legal, accounting, insurance, technical, professional and clerical staff, salaries, pensions, medical and sickness schemes, incentive bonus, overtime, car or car allowances, travelling, accommodation, subsistence and all other associated expenses and costs that the Tenderer is bound to pay either by law or by the provisions of contracts of employment of staff employed by him or on his behalf.

The lump sum should also include the cost of rent, rates, taxes, insurances, telephone, facsimile, stationery, heating, lighting, cleaning, photocopying, postage, courier services and all other overhead expenditure and all items of cost, charge of expense and risks assumed which may be necessary or appropriate prior to the commencement of the Contract Works.

From the date of the Employer's acceptance of the first stage tender the Tenderer shall be obliged to carry out the Pre-Construction Services.

The Tenderer will be required to use all reasonable skill, care and diligence, make suggestions and proposals to the Employer and his Design Consultants with regard to matters within the usual scope and field of a Building Contractor and in relation to the proposed development and supervise the performance of the Pre-Construction Services.

In the role of Principal Contractor the Constructor shall provide a Construction Phase Health and Safety Plan. He shall inform the Principal Designer and the Employer of its existence prior to any work starting on site. The Principal Contractor shall develop the Construction Phase Health and Safety Plan throughout the course of the contract

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**Second Stage Tendering**

Advise the Employer on the proposed tendering of specific subcontractors (the 'Construction Packages') within the available programme for the second stage. Agree lists of suitable subcontractors with the Employer, obtain tenders, ensure tenders are in accordance with sub-contract requirements and submit tenders on the 'open book' principle to the Employer for evaluation.

Prepare in conjunction with the Employer's Team the lists of tenderers for each package and investigate and report on their capabilities and financial standing; arrange pre-tender interviews as required; advise on the necessity for performance bonds and/or parent company guarantees. Ensure subcontractors have a suitable track record, ability and previous experience; review benchmark and mock-up requirements for key elements.

Collate drawings, specifications and pricing schedules, check and take responsibility for the completeness and adequacy of the same for the purpose of seeking Sub-Contract tenders capable of being priced with sufficient detail. Arrange the printing and collation of the tender documents including delivery/collection.

Permit the Employer to review and monitor all tender and enquiry materials sent to prospective sub-contractors in connection with the tendering of the Construction Packages.

Provide reasonable prior notice, to allow the Employer to be present at the opening of all tenders submitted as part of the tendering process and at any meeting(s) held for the evaluation of such tenders or other information submitted by the tenderer or prospective tenderer. Permit the Employer and any person(s) nominated by the Employer to attend and observe the same.

Make available to the Employer on an "open book" good faith basis all information concerning the pricing and procurement of Subcontracts as the Employer may reasonably request.

Keep the Employer fully informed as to the progress of the tender process and provide to the Employer such information as the Employer may reasonably require including notes of pre-tender interviews and any tender reports, including supporting documentation and analyses and copies of recommendations in respect of selection.

Where the Employer approves the engagement of any Sub-Contractor, record such engagement and all terms agreed between the Employer, the Contractor and the Sub-Contractor in respect of it by way of an agreement made between the Employer, the Contractor and the Sub-Contractor.

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**Design**

Contribute to the design development process including attending all scheduled Employer/Design team meetings.

Advise on the availability of alternative materials and components to achieve the required visual and quality requirements. Prepare material and component flows and identifying those that require advance ordering and processing.

Advise on off-site fabrication and on alternative methods of construction and manufacture and installation of components.

Formulate and agree construction methods with the Employer and advise on “buildability” issues and on time and cost implications of alternative solutions. Advise on the selection, availability and price of materials, method of working, labour plans, building systems, off site fabrication, feasibility of construction and manufacture of components and installation of construction. Initiate appropriate requirements for temporary works and the programme for approvals and execution of them.

**Determination**

The Employer reserves the right at any time, by notice in writing, to determine the employment of the Tenderer during the period of pre-construction services. The Tenderer will be reimbursed a fair and reasonable Sum having regard to the amount of Pre-Construction Services undertaken and the extent of the works carried out on site, to the date of the determination of his services.

Such reimbursement shall not include for any loss of profit or other consequential loss and shall be accepted by the Tenderer in full and final settlement.

The Tenderer shall appoint and make available all persons required for the proper and efficient carrying out of the Contract Works.

The Tenderer shall not remove any of the named personnel without the prior written consent of the Employer. If such consent is given the Tenderer shall be responsible for replacing such personnel but with prior written approval of the Employer.

The Employer shall have the right to request the removal of any person engaged in the performance of the Pre-Construction Services, if in the Employer's opinion his performance or conduct is, or has been, unsatisfactory and the Tenderer shall promptly remove any person so specified and shall replace that person with a person approved by the Employer as aforesaid.